

This Modification incorporates the following significant changes to contract DE-AC36-99GO10337:

- A. Section J, ATTACHMENT 5 “APPLICABLE DIRECTIVES (List B)” of Contract DE-AC36-99GO10337 is deleted and replaced in its entirety to reflect the following additions or deletions:

ADDITIONS	DELETIONS	EXTENSIONS	PARTIAL DELETIONS
DOE O 414.1A Change I	DOE O 470.2	DOE N 231.1	DOE O 414.1A Change I
DOE M 470.1-1	DOE O 551.1A	DOE N 471.3	
DOE O 470.2B			
DOE O 551.1A Change 1			

- B. PART I, SECTION C, Paragraph IV “Performance Requirements” is deleted and replaced with the following:

**IV. Performance Requirements**

1. Science and Technology- MRI will deliver high quality scientific and technological outcomes that advance DOE priorities and Program objectives.
2. Leadership- MRI will lead NREL as an FFRDC to create opportunities that significantly advance the EERE mission while enhancing NREL’s role as a recognized national and international asset.
3. Technical and Scientific Viability- MRI will ensure the long-term viability of the Laboratory by building and enhancing NREL’s technical capabilities.
4. Mission Support- MRI will manage and enhance NREL business and management systems, work processes, and capabilities to provide an effective and efficient work environment that enables the execution of NREL’s mission.
5. Environment, Safety, and Health- MRI will protect the safety and health of the NREL workforce, the community, and the environment.
6. Outreach and Stakeholder Relations- MRI will build strong and productive relationships and alliances with stakeholders, advance awareness and support of the DOE renewable energy and energy efficiency mission, and advance math, science and technology education.

- C. The following deletions and additions are made to SECTION J, ATTACHMENT 6 “PERFORMANCE EVALUATION AND MEASUREMENT PLAN FOR EVALUATING CONTRACTOR PERFORMANCE AT THE NATIONAL RENEWABLE ENERGY LABORATORY.”

1. Paragraph 4.0 “PERFORMANCE MEASURES AND EVALUATION OF PERFORMANCE” is deleted and replaced with the following:

#### **4.0 PERFORMANCE MEASURES AND EVALUATION OF PERFORMANCE**

- 4.1 Performance measures for this Contract will be derived from various sources including EE Strategic Plans, Annual Operating Plans, etc., will be aligned with the elements of the SOW, and will directly support the Office of Energy Efficiency and Renewable Energy's strategic goals and commitments.
- 4.2 Performance measures for this Contract shall consist of critical outcomes, performance objectives, and performance indicators.

Critical Outcomes - The Contractor is responsible for and will be assessed against all elements of the SOW. These elements may be changed by DOE if and when the SOW is modified. These elements are:

- Science and Technology- MRI will deliver high quality scientific and technological outcomes that advance DOE priorities and Program objectives.
- Leadership- MRI will lead NREL as an FFRDC to create opportunities that significantly advance the EERE mission while enhancing NREL's role as a recognized national and international asset.
- Technical and Scientific Viability- MRI will ensure the long-term viability of the Laboratory by building and enhancing NREL's technical capabilities.
- Mission Support- MRI will manage and enhance NREL business and management systems, work processes, and capabilities to provide an effective and efficient work environment that enables the execution of NREL's mission.
- Environment, Safety, and Health- MRI will protect the safety and health of the NREL workforce, the community, and the environment.
- Outreach and Stakeholder Relations- MRI will build strong and productive relationships and alliances with stakeholders, advance awareness and support of the DOE renewable energy and energy efficiency mission, and advance math, science and technology education.

Performance Objectives - The Contractor's success in achieving the critical outcomes will be judged, in part, on the Contractor's success in meeting established performance objectives. Performance objectives are generally negotiated between the Contractor and DOE and may change across award fee periods.

Performance Indicators – The Contractor's success in fulfilling a performance objective will be judged, in part, on the Contractor's success in meeting established performance indicators. Performance indicators are generally negotiated between the Contractor and DOE and may change as appropriate across the award fee periods.

- 4.3 DOE and the Contractor will work together to establish performance measures. Proposed Contractor performance measures are due annually to the Contracting Officer no later than August 15. Should the Contractor and DOE not agree upon the performance

measures, DOE will unilaterally establish measures in accordance with the terms of the Contract. The final annual Performance Measures and any revisions made to the Performance Measures during the evaluation period will be transmitted to the Contractor by letter from the Contracting Officer and will be considered as part of this contract.

- 4.4 Consistent with the 'award fee' nature of this Contract, evaluation of the Contractor's performance is substantially subjective and will be determined unilaterally by DOE.
  - 4.5 The Contractor's success will be evaluated against the fulfillment of the SOW. Progress toward meeting performance objectives as evidenced by performance indicators is one factor considered by DOE in evaluation of the Contractor and will serve only to guide DOE's assessment of the Contractor's performance. Completion of individual tasks and/or activities do not, in and of themselves, constitute successful Contractor performance.
  - 4.6 DOE expects the Contractor to perform at the highest levels of excellence; however, the standard anticipated level of score of a qualified, competent, and successful Contractor is Good. DOE encourages the Contractor to exceed this expectation through leadership, innovation, and resourcefulness across all elements of the SOW. Performance scores above the standard level will reflect the extent to which the Contractor's actions, in DOE's sole judgment, contribute to advancing NREL's mission and yield more efficient, effective, and economical operation of NREL.
  - 4.7 DOE may use any information available in assessing the Contractor's performance.
2. Section 7.0 "NREL Leadership Action Plan for OPT Priorities, 03-27-02", is deleted.